

NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO: GF6015-J PROPOSAL DUE DATE: March 3, 2006 3:00 P.M. MST
LOCATION: Arizona Game and Fish Department
Purchasing Office
2221 West Greenway Road
Phoenix, Arizona 85023

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Game and Fish Department, 2221 West Greenway Road, Phoenix, Arizona 85023, until the time and date cited above. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Proposals must be in the actual possession of the Purchasing Office on or prior to the exact time and date indicated above. Late proposals will not be considered under any circumstances, except as provided in the Arizona Procurement Code.

Proposals must be submitted in a sealed envelope with Request for Proposal number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and a complete Request for Proposals returned along with the offer by the time and date cited above. Additional instructions for preparing a proposal are provided in the Uniform Terms and Conditions and Uniform Instructions to Offerors.

Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Branch: Arizona Game and Fish Department Director's Office

Material and/or Service: Shooting Range Management and Operations Services

Contract Type: Firm, Fixed Fee

Contract Term: Ten (10) years

NOTE: PRE-PROPOSAL MEETING January 10, 2006, 10:00 A.M. AT ARIZONA GAME AND FISH DEPARTMENT, 2221 WEST GREENWAY ROAD, PHOENIX, AZ 85023, CACTUS WREN CONFERENCE ROOM.

Barbara Jewett
Department Representative
Phone: (602) 789-3457

State of Arizona
Arizona Game & Fish Department

Date: _____

Dana Yost, Branch Chief
Support Services



OFFER AND CONTRACT AWARD

Arizona Game and Fish Department
Purchasing Office
2221 West Greenway Road
Phoenix, Arizona 85023-4399

SOLICITATION NO. GF6015-J

Submit the original of this form to the State.

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OFFER

TO THE STATE OF ARIZONA;

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License No: _____

For clarification of this offer, contact:

Name: _____

Federal Employer Identification

No.: _____ - _____ - _____

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.


Your contact at the State is _____.

This contract will henceforth be referred to as Contract No. _____. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order or release document.

State of Arizona

Awarded this _____ day of _____ 20_____

Barbara Jewett, C.P.M., CPPB
As Purchasing Manager and not personally

	I. INTRODUCTION AND BACKGROUND	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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1. INTRODUCTION

- 1.1. This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals and organizations to perform the Scope of Work set forth herein.
- 1.2. For ease of use only, this document has been divided into the following sections: Part One (I) is the Introduction and Background; Part Two (II) describes the Scope of Work; Part Three (III) contains the Special Instructions to Offerors; Part Four (IV) is the Uniform Instructions to Offerors; Special Terms and Conditions, and Uniform Terms and Conditions; and Part Five (V) is the Pricing Schedule and Exhibits.


2. BACKGROUND

- 2.1 The Ben Avery Shooting Facility (BASF) is the largest governmentally operated recreational shooting complex in the world and consists of five major operational components: Rifle and Pistol Ranges, Archery Ranges, Shotgun Ranges, Education Areas, and Administrative Areas. The complex covers over 1600 acres at the northwest corner of I-17 and the Carefree Highway. Approximately 33% of the range area is currently covered by active ranges or support facilities. About 33% of the land can never be developed due to terrain constraints and the other third of the range can only support specific types of activities due to sound, lead or other site management issues.
- 2.2 The highest use months are October and February. The October peak occurs at the Main Range and consists of public shooters who are practicing and sighting-in for the fall hunts. The February peak occurs due to competitive shooting events (e.g., Kachina Open, International Bowhunter's Organization Annual Shoot, Cowboy Winter Range, Cowboy Mounted Shooter Event, Washington's Birthday Match and Cactus Cappers Territorial).
- 2.3 In the previous fiscal year, BASF took in \$346,411 in fees. The breakdown of user fees is as follows:

Archery user day	\$4
Commercial user day	\$8
Law enforcement user day	\$5
Main range	\$4
Competitive match user fee	\$2
Campground w/power per day	\$12
Campground wo/power per day	\$8
Vendors per day	\$15
Training rooms	\$25
Activity center ½ day	\$50
Activity center full day	\$100

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- 2.4 BASF lies within the city limits of Phoenix. The adjacent lands are currently zoned non-residential commercial
- 2.5 Primary fire protection on-site is available from the Phoenix Fire Department. Additional fire suppression equipment is maintained on-site by the department.
- 2.6 Operation and management of the trap and skeet ranges is currently conducted under contract through a 10-year lease that expires on September 17, 2006.
- 2.7 Surface water rights at the facility are associated with three tanks that were formerly used in conjunction with a cattle operation. Ground water rights at the facility consist of two wells drawing water from over 300 feet to provide potable water. Based on an agreement made at the time of the land purchase, the facility is obligated to provide livestock water to an adjacent livestock operation.
- 2.8 In 1966, the department contracted for a Cultural Resources Inventory of the property with AZTLAN Archeology, Inc. (AAI). A variety of cultural resource sites and features were located.
- 2.9 There are no known contaminates at the facility other than lead, which is managed as a normal function of range operations
- 2.10 Soils in the area primarily consist of unconsolidated, alluviated sandy loams that contain inclusions ranging in size from cobbles to boulders. They can be classified as part of the Continental-Laterene-Pinaleno Association, which consists of deep, gravely, medium-to-fine textured soils that occur on dissected alluvial fan surfaces.
- 2.11 The basic biological resource values at BASF are protected utilizing a variety of active management strategies. The primary strategy includes the requirement of the EA checklist process and at times the Environmental Assessment process on all development projects that involves land disturbance.

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1. **GENERAL REQUIREMENTS:**

- 1.1 The Arizona Game and Fish Department (department) seeks proposals from qualified firms, individuals and government entities for the development, operation and maintenance of the Ben Avery Shooting Facility Main Range and/or the Clay Target Center. The purpose of Ben Avery Shooting Facility is to provide citizens with a safe environment to participate in the shooting sports with an emphasis on firearms safety, hunter education, hunter sight-ins; new shooter recruitment; firearms education and training; and wildlife management.
- 1.2 The Arizona Game and Fish Commission (Commission) may choose to hire a contractor for the operation of the Main Range and the Clay Target Center; for the operation of the Clay Target Center only; or they may decide that the department shall operate all aspects of the range, depending on the quality of offers received.
- 1.3 Offerors, therefore, may choose to submit a proposal for the Clay Target Center only, or for the operation of both the Main Range AND the Clay Target Center combined.
- 1.4 The contractor will provide services in accordance with the Scope of Work described herein.

2. **SPECIFIC REQUIREMENTS**


- 2.1 The Proposal submitted shall fully describe the method by which the Offerer proposes to meet or exceed the requirements described by this RFP. This information shall be presented in the order listed in these Specifications and shall reference each Paragraph Number.
- 2.2 The BASF Main Range consists of five major operational components: Rifle and Pistol Ranges, Archery Ranges, Shotgun Ranges, Education Areas, and Administrative Areas (for a complete listing of facility components, please see attachment I).
- 2.3 The Clay Target Center consists of a sporting clays range, trap fields, trap/skeet fields, administration/sales/clubhouse building, camping spaces and a warehouse/storage area (see attachment I).

2.3.1 Facilities: The facility is contracted to the Contractor in an "As Is" condition.

2.3.1.1 Maintenance

2.3.1.1.1 Utilities. The Contractor must maintain adequate utilities and have accounts transferred by the first date of operation. A reasonable amount of potable water for consumption by the Contractor and the general public will be provided via the water system for the facility by the department. This does not include water for residential lawns or landscaping. The septic system supporting a residence and camper dumping will be maintained at Contractor expense.

2.3.1.1.2 Fire Suppression. The Contractor will ensure that operation and maintenance activities will not create fire hazards. In case of fires, the Contractor will assist with the initial response and call the Fire Department. Facilities are subject to periodic fire inspections by the State Fire Marshall. Ranges,

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roadways, and parking lots must be kept free of vegetation. Herbicide spraying within proper guidelines is permitted. Weeds and brush must be kept away from buildings and structures. Weeds and brush around ranges must be kept under proper landscaping management. Trees around buildings and structures must be kept trimmed to allow people and vehicles to move underneath.

2.3.1.1.3 Cleanliness. The Contractor is expected to provide regular maintenance necessary to provide a safe, clean and pleasant environment for customers. Contractor must provide for insect and rodent control to protect property and public health. The Contractor will keep property and roadways free of trash and debris, including internal roadways.

2.3.1.1.4 Landscaping: The contractor is expected to maintain the property in a professional and well-kept manner. All applications of herbicides shall be done in accordance with state requirements.

2.3.1.2 Safety:

2.3.1.2.1 Public safety: The Contractor will provide adequate supervision and security to ensure public safety. The Contractor shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are kept and maintained in all buildings.

2.3.1.2.2 Range Security: Contractor is responsible for security.


2.3.1.2.3 Law enforcement and security:

The Contractor shall recognize the legal jurisdiction of the department and its officers to enforce law and order and to uphold the regulations in effect within the facility. The sole responsibility for the establishment of internal and external security measures adequate to protect the Contractor's property and all of the facilities is imposed on the Contractor during the entire effective term of this agreement.

2.3.1.3 Operations:

2.3.1.3.1 The Contractor shall be allowed to, but not required to, construct and operate the following: food and beverage service facilities; facilities for the display and sale of sporting goods, apparel, supplies and accessories; and facilities for the use of shotgun, rifle, pistol and archery practice and education. The land and premises shall be used only for these purposes unless consent for any other use is obtained in writing from the Commission.

2.3.1.3.2 Personnel: Sufficient personnel must be employed to provide adequate levels of public safety and service, and to provide maintenance. The Contractor will be required to provide capital outlay necessary to operate the range at a high level of service.

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- 2.3.1.3.3 Records: The department requires the Contractor to retain the services of a certified public accounting firm or a certified individual practitioner to annually provide an audit of the Contractor's operations.

These audit reports shall be forwarded to the department Audit Supervisor at the end of the Contractor's fiscal year. The scope of the audit must include the entire operation of the facility, including any portions which may be sub-contracted, such as food concessions or retail sales.

The report, at a minimum, must include a balance sheet and income statement, schedules listing expenditures for improvements; detailed schedules of accounts payable and accounts receivable; and a detailed schedule of all facility inventory (including ownership). The report should offer an opinion as to compliance with the Contractor's proposal. Schedules must include beginning balances, changes during the year and ending balances.


The accounting firm retained must agree not to divulge or release data or information developed or obtained in conjunction with performing the audit, unless made public by the State or the department, or upon written request and approval from the department.

The Contractor shall at all times during the term of this agreement, retain accurate and complete records of all daily financial transactions in the operation of all businesses, concessions, services and any other financial activities of whatsoever nature conducted on or from the facility, summarized on a monthly and annual basis. The records shall be in a form approved by the department Auditor and must be supported by documents from which the original entry to the transaction was made, including sales slips which are pre-numbered sequentially by the manufacturer, cash register tapes or any other approved means of recording the transaction at the time of sale.

The Contractor shall retain all records for a period of five years after contract completion. The Contractor shall maintain records of the number of people and groups using the facility and the use by range or sport, summarized on a monthly and annual basis.


The Contractor shall contractually require each subcontractor to retain all records for a period of five years after contract completion.

- 2.3.1.3.4 Loss of Revenue: The department shall not be held responsible for Contractor's loss of revenues due to downtime, including order of closure, or for any other reason whatsoever.

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2.3.1.4 Operating restrictions:

- 2.3.1.4.1 The Contractor shall observe and comply with all federal, state, county and civil laws, orders, ordinances and regulations, as well as safety policies specified by the Commission.
- 2.3.1.4.2 The Contractor agrees to annually budget funds sufficient for the continuous development, maintenance and operation of the subject property and related recreational facilities.
- 2.3.1.4.3 The Contractor shall accept the following Commission restrictions on uses and fees:
- The Contractor shall not charge for the use of the Clay Target Center for the Commissioners' Cup Scholastic Clay Target event.
 - The Contractor shall negotiate with the Commission for a reduced fee for use of the Clay Target Center for Scholastic Clay Target Program team practices.
 - The Contractor shall not charge for the use of the facilities for department activities, including staff meetings, public meetings, seminars or education programs such as Hunter Education.
 - Fees for hunter sight-ins must be reviewed and approved by the Commission.
 - The Contractor shall not charge for department programs designed to recruit underserved communities (such as women and youth) into the shooting sports.
 - Fee increases for public use of the main range must be approved in writing, in advance, by the Commission.
- 2.3.1.4.4 The ranges shall be open to the public not fewer than 5 days a week, weather permitting, including Saturday and Sunday. Hours of operation shall be determined by the Contractor, but the Main Range shall be open to the public at least 8 hours a day, and there shall be no shooting on the main range before 7 a.m. or after 10 p.m.
- 2.3.1.4.5 The Contractor may offer services, charge fees and conduct sales not specifically prohibited by the department. These may include but are not limited to: shooting fees, match fees, ammunition sales, firearms sales and rentals, instructor fees, food and beverage service, and event planning services. Agreements with other groups for onsite retail sales are at the option of the Contractor.
- 2.3.1.4.6 Alcoholic beverages shall not be offered for sale except for special events and with the provision that no alcoholic beverage shall be served to any individual until that individual has finished shooting for that day. The Contractor must post signs to this effect.

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2.3.1.4.7 The Contractor is encouraged to become an authorized hunting and fishing license dealer.

2.3.1.5 Property

2.3.1.5.1 The department will grant and extend to the contractor the exclusive right to operate either the Main Range only, the Main Range and Clay Target Center together, or the Clay Target Center only, depending on the decision of the Evaluation Committee.

2.3.1.6 Improvements to subject property

2.3.1.6.1 It is understood and agreed by the department and the Contractor that the Contractor shall develop a facilities improvement plan. Upon termination of the agreement, all facilities and improvements, exclusive of personal property, shall be and become the property of the Commission.

2.3.1.6.2 All facilities and improvements to the property shall be at the expense of the Contractor, and the Contractor shall provide at its expense personnel required for the maintenance and operation of the property. All construction shall conform with applicable federal, state, county, and city health and building laws, codes and ordinances, and the contractor shall receive written approval from the department for all construction prior to the commencement of construction.


2.3.1.6.3 In the event that the department terminates this agreement without cause, the Contractor will be compensated for the non-depreciated value of the permanent improvements which were constructed with Contractor funds after the effective date of this agreement. The depreciated value of the permanent improvement shall be determined using a straight-line basis over a ten-year period of time unless an alternate method of depreciation is approved. Compensation to the Contractor for improvements shall be subject to the funding and budgetary appropriation processes and nothing in this agreement shall be construed as obligating the department for the future payment of money in excess of appropriation authorized by law.

2.3.1.7 Ownership of improvements

2.3.1.7.1 Any permanent improvements or restoration made to the buildings, grounds and facilities at the range by the Contractor shall become the property of the department.

2.3.1.8 Zoning and permits required

2.3.1.8.1 Contractor shall obtain proper zoning clearance and building permits from all governmental agencies having jurisdiction over the subject property prior to the start of activities as detailed in the paragraph titled "Improvements to

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Subject Property." Copies of the required documents shall be provided to the department by the Contractor at no cost to the department.

2.3.1.9 Property inventory

- 2.3.1.9.1 A property inventory identifying assets and ownership will be made available after award to the successful Contractor.

2.3.1.10 Advertising and signs

- 2.3.1.10.1 The contractor shall not erect or install any exterior or interior signs or advertising on the premises without prior written consent of the department. The contractor shall not use any advertising media such as loudspeakers, recordings, radio or television broadcasts in any manner to be heard in or outside the premises without the prior written consent of the department.

- 2.3.1.10.2 Any signage or advertising that has been approved shall have reference that the facility is owned by the department and is operated by the contractor.

2.3.1.11 Condition of premises upon termination

- 2.3.1.11.1 The Contractor shall, upon termination of the agreement, surrender the premises in good repair and operating condition, ordinary wear and tear excepted, with all structures and permanent improvements presently existing or subsequently erected thereon.

- 2.3.1.11.2 If the department's interest or right to possession in said subject property is terminated prior to the expiration of the contract term, this agreement is automatically terminated along with any and all of the department's liabilities or obligations hereunder, provided, however, that a voluntary sale or disposition of the subject property by the department shall be subject to this agreement and the provisions contained herein.


3. **DELIVERABLES:**

3.1 AUDIT REPORTS

Annually, the successful Contractor shall provide an audit of the Contractor's operations.

These audit reports shall be forwarded to the department Audit Supervisor at the end of the Contractor's fiscal year. The scope of the audit must include the entire operation of the facility, including any portions that may be sub-contracted, such as food concessions or retail sales.


The report, at a minimum, must include a balance sheet and income statement, schedules listing expenditures for improvements; detailed schedules of accounts payable and accounts receivable; and a detailed schedule of all facility inventory (including ownership). The report should offer an opinion as to compliance with the Contractor's proposal. Schedules must include beginning balances, changes during the year and ending balances.

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The accounting firm retained must agree not to divulge or release data or info developed or obtained in conjunction with performing the audit, unless made public by the State or the department, or upon written request or approval from the department.

4. PAYMENT:

- 4.1 Payments owed to the department for the previous calendar month's activities shall be remitted to the department by the last day of the following month. If the last day falls on a weekend or on a holiday, the payment shall be due on the next business day.
- 4.2 Payment must be made via electronic funds transfer, check or money order, made payable to the Arizona Game and Fish Department.
- 4.3 The payment shall be delivered to 2221 West Greenway Road, Attn: Accounts Receivable, Phoenix, AZ 85023.

	III. SPECIAL INSTRUCTIONS TO OFFERORS	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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1. Offeror's Contacts:

- 1.1 All questions regarding this RFP, including technical specifications, Scope of Work, proposal process, etc., must be directed to the procurement officer listed on the cover page of this solicitation.

2. Proposal Preparation:


- 2.1. An authorized representative of the Offeror will sign proposals. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation or rejection of the proposal.
- 2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The department will not provide any reimbursement for the cost of developing, demonstrating or presenting proposals in response to this RFP.

3. Proposal Delivery and Opening:

- 3.1. Sealed proposals must be delivered to the following location by the date and time indicated on the first page of this document.

Arizona Game and Fish Department
 Purchasing Office
 2221 West Greenway Road
 Phoenix, AZ 85023

- 3.1.1. Timely receipt of proposals is determined by the date and time the proposal is received at the address specified above. Delivery of proposals at any other location (including any other department location) will not be considered timely.
- 3.2. Proposals will be publicly opened at the time and place indicated on the first page of this document, unless otherwise noted. The name of each Offeror will be publicly read and recorded. All other information contained in the proposals will be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of evaluation and negotiation. Proposals will not be subject to public inspection until after contract award.
- 3.3. Proposal Acceptance Period: The proposal will be binding upon the Offeror for a period of one hundred eighty (180) calendar days following the proposal due date.
- 3.4. All material submitted in accordance with this solicitation becomes the property of the State of Arizona and will become a matter of public record subsequent to award of a contract.

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4. Evaluation Criteria:

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the department based on the following criteria:

1. Financial return40%
 For evaluation purposes, the offeror that invests the greatest amount of proceeds back into the facility in the form of improvements, maintenance, and operation AND that pays the highest percentage to the department will receive the highest consideration for this evaluation factor.
2. Approach to Scope of Work30%
3. Experience/Expertise/Reliability of Offeror and key personnel30%

5. Proposal Format:

One (1) original and five (5) copies of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal shall be clearly labeled **“ORIGINAL.”** The material shall be in sequence and related to the RFP. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror’s proposal. The proposal should include at least the following information:


5.1 Financial Returns:

The Offeror will propose a percentage of profit share that will be returned to the department based upon the Scope of Work. This percentage shall be computed prior to any expenditure for the upkeep, maintenance and development of operations.

5.2 Approach to the Scope of Work:

The proposal should contain the following:

- A. OPERATIONAL APPROACH: Provide a proposed course of action for meeting the operational objectives as outlined in the Scope of Work.
- B. FACILITIES APPROACH: Provide a proposed course of action for facility operations, including recommended hours of operation, services to be provided, retail sales proposed, and a schedule of maintenance of buildings and grounds. Provide a discussion of the offeror’s expectations regarding which areas of improvement or maintenance the Offeror expects department to be responsible for.
- C. CAPITAL IMPROVEMENTS: Provide a proposal outlining any capital improvements that the offeror will make or wishes to recommend. Include the purpose for the improvements and a proposed timeline. Please see attachment II Business Plan Worksheet.
- D. FINANCES: Provide a proposal outlining:
 1. What percentage of gross income from various operations required in the Scope of Work will be returned to the Commission;

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2. What percentage of gross income from supplemental (not required in the Scope of Work) operations will be returned to the Commission;
 3. What percentage of gross income will be reinvested into the facility;
 4. How operations will be funded;
 5. The source of startup and operations funding.
- E. **STAFFING:** Provide a staffing plan that specifies proposed titles and roles, and the amount of hours each staff member will work per week.
- F. **FINANCIAL STATEMENTS:** Provide a financial statement for each of the past five fiscal years showing sources and uses of funding and all assets and liabilities of the offeror. The most recent financial statement must be audited and certified by a Certified Public Accountant. If the offeror is a partnership or Joint venture, the requirements of this section shall apply to each general partner or joint venture. This paragraph does not apply to Government entities.
- G. **IMPLEMENTATION SCHEDULE:** Provide a timeline or schedule detailing the business transition to contractor management. Include a description of reports that will be provided to the department to ensure compliance with the scheduled events.

5.3 Experience/Expertise/Reliability:

- 5.3.1 The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in the project.
- 5.3.2 The Offeror should provide a resume and data related to previous work assignments as may relate to this RFP for each of the key personnel to be assigned to the project. Exhibit II is furnished for the Offeror's convenience in presenting such data.
- 5.3.3 The Offeror will provide a list of references that includes the Offeror's most recent business project or contract wherein the work requirements are most closely related to the work described in the Scope of Work. A minimum of three (3) references will be returned with the RFP. The reference list will include all information required to establish contact with a specific individual and should include the contact person's full name, mailing address, telephone number and relationship to the contractor. (See Exhibit I).
- 5.3.4 The proposal may include any additional information that reflects on the Offeror's ability to perform the required services

6 Discussion:

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

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7 Federal Immigration and Nationality Act:

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply any requested information. Failure to comply with this instruction or failure to supply the requested information within the timeframe specified shall result in the offer not being considered for contract award.


8 Definition of Key Words Used in the RFP:

- 8.1 Will, Shall, and Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 8.2 Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 8.3 May: Indicates something that is not mandatory but permissible.

9 Order of Precedence:

Upon award of a contract, the following will comprise the contract document:

- 9.1 RFP # GF6015-J Completed Offer and Acceptance Form
- 9.2 RFP # GF6015-J Scope of Work
- 9.3 RFP # GF6015-J Special Terms and Conditions
- 9.4 RFP # GF6015-J Uniform Terms and Conditions
- 9.5 RFP # GF6015-J Solicitation Amendments (if any)
- 9.6 RFP # GF6015-J Selected Offeror's Proposal
- 9.7 RFP # GF6015-J Certificate of Insurance

	IV. UNIFORM INSTRUCTIONS TO OFFERORS	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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UNIFORM INSTRUCTIONS TO OFFERORS
Version 7

- 1 Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- 1.1 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - 1.2 “*Contract*” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
 - 1.3 “*Contract Amendment*” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 “*Contractor*” means any person who has a Contract with the State.
 - 1.5. “*Days*” means calendar days unless otherwise specified.
 - 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 “*Offer*” means bid, proposal or quotation.
 - 1.8 “*Offeror*” means a vendor who responds to a Solicitation.
 - 1.9 “*Procurement Officer*” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
 - 1.11. “*Solicitation Amendment*” means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - 1.12 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.13. “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2 Inquiries**
- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its’ Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.




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Purchasing Office
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- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3 Offer Preparation**
- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
- 3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

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- ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

- 3.5 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.11 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.12 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
 - 3.13.2 Uniform Terms and Conditions;
 - 3.13.3 Statement or Scope of Work;
 - 3.13.4 Specifications;
 - 3.13.5 Attachments;
 - 3.13.6 Exhibits;
 - 3.13.7 Special Instructions to Offerors;
 - 3.13.8 Uniform Instructions to Offerors.
 - 3.13.9 Other documents referenced or included in the Solicitation.

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- 3.14 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4. **Submission of Offer**

- 4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 **Evaluation**

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes: Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.5 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

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6. Award

- 6.1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.


7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1 The name, address and telephone number of the protester;
- 7.2 The signature of the protester or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

8 Comments Welcome

The Enterprise Procurement Services Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, Enterprise Procurement Services Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held, if so indicated on page one (1) of this document, at the Arizona Game and Fish Department, Conference Room, located at 2221 W. Greenway Rd., Phoenix, AZ 85023. The purpose of the conference will be to clarify the contents of the Request for Proposal in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the Request for Proposal or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to the Request for Proposal.

2. REQUIRED INFORMATION

The following items will be submitted with each proposal. Failure to include all of the items may result in a proposal being rejected.

A. OFFER AND CONTRACT AWARD

Complete top half of document. See Page 2.

B. REFERENCES

Complete all information requested. See Scope of Work, Page 16, Paragraph 5.2.3 and Exhibit I.

C. PRICE SCHEDULE

Complete all information requested.

D. APPROACH TO SCOPE OF WORK


Complete as per Paragraph 5, Pages 7 through 13 and Exhibit III.

E. BUSINESS QUESTIONNAIRE

Complete as per Paragraph C, Page 13 and Attachment II.

3. CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the procurement officer will be so advised in writing (Price is not confidential and will not be withheld.) Such material will be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-104, will review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information will be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. § 41-2611 through 41-2616.

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4. PROPOSAL OPENING

Proposals will be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted will be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request will be shown to State Personnel having a legitimate interest in the evaluation or other persons assisting the Department in the award. PRICES WILL NOT BE READ. After contract award, the proposal and evaluation documentation will be open to public inspection.

5. PROPOSAL EVALUATION

In accordance with the Arizona Procurement Code under A.R.S. § 41-2534, Competitive Sealed Proposals, awards will be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the evaluation factors set forth in the Request for Proposal.

6. POST AWARD CONFERENCE

After award of this proposal, the Contractor may be required to participate in a post award conference.

7. CONTRACT ADMINISTRATION

Following award, the Contractor will contact the assigned procurement officer for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Purchasing Manager is authorized to change or amend the specific terms, conditions or provisions of the agreement.

8. TERM OF CONTRACT

The term of the resultant contract will commence upon date of award and will continue for ten (10) years unless terminated or canceled, as provided herein.

9. PAYMENT/INVOICING


The Contractor will remit payment of the proposed contract amount on a monthly basis. The payment will be for services and expenses, as shown by an itemized invoice, of the previous month.

10. CANCELLATION

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

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The Contractor attempts to impose on the State, personnel that are of unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problems(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

11. CONTRACT TERMINATION

The department, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State of Arizona. If this contract is so terminated, the contractor will be compensated for work performed up to the time of the termination notification. In no event will payment for such costs exceed the current contract price.

12. DISPUTES

The contract is not subject to arbitration. The State and the contractor will meet to discuss and attempt to resolve any disputes. However, should the dispute go unresolved to the satisfaction of both parties, the contractor will have the right to pursue the Arizona Procurement Code/Administrative Appeal process for Claims, prior to an appeal to the judicial system.

13. INSURANCE


The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: The Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability


Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”
- ## 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.


5. Fidelity Bond or Crime Insurance

Bond or Policy Limit	\$1,000,000.
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- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the Arizona Game and Fish Department.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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2. The Contractor's insurance coverage shall be the primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Barbara Jewett, Arizona Game and Fish Department, 2221 West Greenway Road, Phoenix, AZ 85023, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.


All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Barbara Jewett, Arizona Game and Fish Department, 2221 West Greenway Road, Phoenix, AZ 85023. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-

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Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. INDEMNITY

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.


This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

15. CONFIDENTIALITY OF RECORDS

The Contractor will establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information will be referred to the State. Contractor also agrees that any information pertaining to individual personas will not be divulged other than to employees or officers of the Contractor needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

16. ORGANIZATION - EMPLOYMENT DISCLAIMER

The agreement is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in agreement. The parties agree that no persons supplied by the Contractor in the performance of the Contractor's obligations under the agreement are considered to be State employees, and that no rights of State civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the State harmless with respect thereto.

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17. ADA COMPLIANCE

The Contractor will comply with the Americans with Disabilities Act of 1990. (Public Law 101-336) and the Arizona Disability if 1992 (A.R.S. § 41-1492 et. Seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made within 72 hours prior notice.

If you require special accommodations, please contact the individual listed on the front page of this document.

18. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the department programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the department Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the department Deputy Director as listed above or call TTY at 1-800 367-8939.

19. CIVIL RIGHTS ASSURANCE STATEMENT


The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the recipient on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement will be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by department, is held on private property.

20. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.


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21. INCLUSIVE OFFERORS

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of construction or paving services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

22. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, cancellation of contract and suspension and/or debarment of the contractor.

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UNIFORM TERMS AND CONDITIONS
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1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 “Contractor” means any person who has a Contract with the State.
- 1.5 “Days” means calendar days unless otherwise specified.
- 1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

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- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 **Contract administration and operation.**

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.


3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.


4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

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4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability


6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

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6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.


7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;


7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

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- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.


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8 State's Contractual Remedies


- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration**
- The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

	V. PRICE SCHEDULE	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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The Offeror will provide a price on all services listed below. Any offer will include a firm, fixed guaranteed, not-to-exceed price.

1. Percentage of return to the department for operating the Ben Avery Main Shooting Range _____ %
2. Percentage of return to the department for operating the Clay Target Center _____ %
3. Percentage of return to the department for operating both the Ben Avery Main Shooting Range and the Clay Target Center _____ %

Vendor Certification:

1. SMALL BUSINESS (Please check all that apply)

A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.

____ This company is a small business concern.
 ____ This company is not a small business concern.

2. MINORITY BUSINESS ENTERPRISE (Please check all that apply)

A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.

____ African American ____ Native American
 ____ Asian ____ Other
 ____ Hispanic ____ Woman-Owned



V. EXHIBIT I

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REFERENCES

1) Company: _____ Contact Name: _____ Phone: _____

Address: _____

Project Description: _____

2) Company: _____ Contact Name: _____ Phone: _____

Address: _____

Project Description: _____

3) Company: _____ Contact Name: _____ Phone: _____

Address: _____

Project Description: _____

The references listed above will be purchasers/users of the material and/or service(s) bid, or will be directly related to or able to comment directly upon the Offeror's qualifications as they relate to the service(s) bid. The contact person will be someone who has responsibility for the operation of the material and/or service(s), or someone who has direct knowledge of the Offeror's qualifications as they relate to the service(s) bid. References from the western United States are preferred.



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PERSONNEL STAFFING


STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
1. _____ Name _____ Title	
2. _____ Name _____ Title	
3. _____ Name _____ Title	
4. _____ Name _____ Title	
5. _____ Name _____ Title	

***Attach a resume for each individual, plus a “brief” of all projects similar to the service(s) bid in which each individual has had actual “hands-on” experience.**

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NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

(OFFEROR SHOULD RESPOND TO THE SCOPE OF WORK POINT BY POINT, BY NUMERICAL REFERENCE, IF NECESSARY)

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Business Information Questionnaire

Offerors are required to complete this questionnaire. The information will be used to evaluate your experience and qualifications.

Offeror's Name: _____
 Street Address: _____
 City, State, Zip _____
 Official Representative: _____
 Telephone No: _____
 Fax No: _____

The undersigned has completed this questionnaire and authorizes the bank, surety, subcontractor, supplier or any other persons, firms or corporations named herein to furnish any information the state may request concerning the offeror, including performance on previous work, credit standing or other related matter as herein disclosed. The undersigned releases any and all such parties from legal responsibility for having furnished such information to the State in its evaluation process in regard to the subject Request for Proposals.

Offeror: _____
 Authorized signature: _____
 Name printed: _____
 Title: _____
 Date: _____

Type of organization (Check one and provide the requested information)

() Corporation:

When and where incorporated: _____
 Has the corporation done business in Arizona? Yes () No ()
 If yes, when and where? _____
 Federal I.D. No.: _____
 Primary nature of business: _____
 Annual gross: _____
 Number of employees: _____ \$

() Partnership:

Date of organization: _____
 General Partnership () Limited Partnership ()
 Has the partnership done business in Arizona? Yes () No ()
 If yes, when and where? _____
 Social security number: _____
 Primary nature of business: _____
 Annual gross: _____ \$
 Number of employees: _____



Attachment I

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() Joint Venture:

Date of organization: _____

Has the joint venture done business in Arizona? Yes () No ()

If yes, when and where? _____

Names and addresses of joint venture members: _____

Name: _____ Address: _____

Federal I.D. Number: _____

Primary nature of business: _____

Annual gross: \$ _____

Number of employees: _____

() Sole Proprietorship:

Name in full: _____

Address: _____

Have you done business in Arizona? Yes () No ()

If yes, when and where? _____

Social Security Number: _____

Primary nature of business: _____

Annual gross: \$ _____

Number of employees: _____

Financial References:

Provide references with whom you have conducted financial transactions. The references named must have knowledge of your debt payment history. Example: bank loan, equipment suppliers, etc. At least one (1) reference must be a financial institution.

Firm name: _____

Address: _____

Telephone: _____

Contact person: _____

Nature of financial transaction: _____

Dates of operation: _____


Gross sales: \$ _____

Firm name: _____

Address: _____

Telephone: _____

Contact person: _____

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Nature of financial transaction: _____

Dates of operation: _____

Gross sales: \$ _____

Provide name of accountant, CPA, bookkeeper or other person/entity responsible for maintaining
Offeror's books and financial data:

Firm name: _____

Address: _____

Telephone: _____

Contact person: _____



Attachment I

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PROPOSED Ben Avery Shooting Facility OPERATION:

In regard to anticipated revenue from the Ben Avery Shooting Facility operation, specify:

Estimated gross receipts for:

Admission fees: \$ _____

Estimated gross receipts for other activities (list them):

\$ _____

\$ _____

\$ _____

In regard to developing and enhancing the Ben Avery Shooting Facility operation:

Estimated cost of improvements: \$ _____

Estimated cost of equipment: \$ _____

Estimated other start-up costs: \$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

In regard to initial financing, check all that apply:

() Personal Funds in the amount of \$ _____ Identify source of funds.
(Example: Savings, bonds, cash, etc.) _____

() Lending institution in the amount of: \$ _____ Provide specifics of financing
plan, including name of financial institution. Example: Line of credit and amount, secured or
unsecured loan, short-term or long-term, etc.) _____

() Other funds in the amount of \$ _____ Identify source of funds. (Example:
Grants, donations, etc.) _____

OTHER FINANCIAL RELATED DATA:

Have you declared bankruptcy? Yes () No ()

If yes, provide data, court jurisdiction, and a brief summary of details: _____